

STATE OF SOUTH CAROLINA

(Caption of Case)

Example: Application for a Class C Charter Certificate from
John Doe dba Doe's Limo

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

TRANSPORTATION COVER SHEET

DOCKET

NUMBER: _____

If this is your first time filing an application with the PSC, you will not have a Docket Number. The Commission will assign one to you. If you have filed with the Commission before, a Docket Number was assigned and should be entered above.

(Please type or print)

Submitted by: Quantin HayesTelephone: 843-618-6708Address: 3283 Jimmy McCall Rd.

Fax: _____

McCall, SC 29570

Other: _____

Email: quantin.hayes09@gmail.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

NATURE OF ACTION (Check all that apply)

☐ Application - Class A/A Restricted☐ Application - Class C Taxi☐ Application - Class C Charter☐ Application - Class C Charter Bus☒ Application - Class C Non-Emergency☐ Application - Class C Stretcher Van☐ Application - Class E Household Goods☐ Application - Class E Hazardous Waste☐ Application☐ Request for Extension to Comply with Order☐ Request for Order Granting Authority to Obtain a Certificate of Public Convenience and Necessity to be Rescinded☐ Request for Cancellation of Certificate☐ Request for Suspension☐ Request for Reinstatement☐ Request for Name Change on Certificate☐ Request to Amend Scope of Authority☐ Request to Amend Tariff (rate increase, etc.)☐ Request to Amend Passenger Limit☐ Request☐ Exhibit☐ Late-Filed Exhibit☐ Letter☐ Proposed Order☐ Publisher's Affidavit☐ Reservation Letter☐ Response☐ Return to Petition☐ Other: _____

RECEIVED
JUN 08 2022
PSCSC
Clerks Office

If you have any questions about this form, please contact the PUBLIC SERVICE COMMISSION at 803-896-5100.

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
101 Executive Center Drive, Suite 100
Columbia, South Carolina 29210

Phone: (803) 896-5100 Fax: (803) 896-5199

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR
OPERATION OF MOTOR VEHICLE CARRIER

CLASS C - NON-EMERGENCY

Date: 5-7-2022

Application is hereby made for a Certificate of Public Convenience and Necessity, in accordance with the provision of S.C. Code Ann., § 58-23-10, et seq. (1976), and amendments thereto.

1. Hayes Farming Transportation & utilities LLC
Name under which business is to be conducted (corporation, partnership, or sole proprietorship, with or without trade name.)

3283 Jimmy McCall Rd. McCall SC 29570
Street Address of Applicant

Mailing Address of Applicant (if different from street address)

843-618-16708 _____
Phone Fax

quentin.hayes.09@gmail.com
Email Address

2. If the Applicant is an LLC or a corporation, a copy of the Certificate of Existence from the South Carolina Secretary of State and the Articles of Incorporation must be attached. (If incorporated outside of SC, attach South Carolina Secretary of State "Foreign Corporation" Certificate.)

3. Select Entity Type: (Check one)

- ☒ Individual Owner/Sole Proprietorship
☐ Partnership - List names and address of all person having an interest in the business.
☐ Corporation - List names and addresses of two principal officers.

Applicant is financially able to furnish the services as specified in this application and submits the following statement of assets and liabilities.

Financial Statement

Applicant's assets and liabilities are as follows:

<u>Assets:</u>		<u>Liabilities:</u>	
Value of Real Estate	<input type="text" value="0"/>	Mortgage/Loan on Real Estate	<input type="text" value="0"/>
Value of Motor Vehicles	<input type="text" value="\$3,000"/>	Loans Owed on Motor Vehicles	<input type="text" value="0"/>
Cash on Hand	<input type="text" value="0"/>	Business/Other Loans Owed	<input type="text" value="0"/>
Cash in Bank	<input type="text" value="0"/>	Other Liabilities or Debts	<input type="text" value="0"/>
Value of Other Assets and Equipment	<input type="text" value="0"/>	Total Liabilities	<input type="text" value="0"/>
Total Assets	<input type="text" value="3,000"/>		

INSTRUCTIONS:

1. "Value of Real Estate" means the actual or estimated market value of any real property/buildings owned by the Company/Business Applying for a Certificate.
2. "Mortgage/Loan on Real Estate" means the outstanding balance on any Mortgage, Equity Line or other Loan secured by the Real Estate listed in Item 1.
3. "Value of Motor Vehicles" means the actual or fair estimated value of any moving vans, trucks or other vehicles owned by the Company/Business Applying for a Certificate.
4. "Loans Owed on Motor Vehicles" means the outstanding balance on any loans or liens on the vehicles listed in Item 3.
5. "Cash on Hand" is the total of actual cash held by the Company/Business applying for a Certificate on the day this form is filled out.
6. "Business/Other Loans Owed" means the outstanding balance on any small business loan or other unsecured loan made by a person, bank or business to the Business/Company applying for a Certificate.
7. "Cash in Bank" means the current balance in checking accounts, savings accounts or the like in the name of the Company/Business applying for a Certificate. Do not include retirement accounts or personal bank account balances.
8. "Value of Other Assets and Equipment" should include the actual or estimated value of items such as office equipment (computers/furnishings), moving equipment (hand trucks/blankets/strapping), and trailers.
9. "Other Liabilities or Debts" means specific amounts/balances which the Company/Business applying for a Certificate knows that it owes to other persons or companies; for example Franchise Fees. This does NOT include regular bills such as electricity bills, security system costs, insurance, salaries, etc.

PROPOSED RATES AND CHARGES FOR SERVICE

Proposed Rates and Charges:

\$20 each way. Outside of hours special rate.

Requested Scope of Authority: Check all counties in which you are requesting permission to operate.
 You will only be allowed to operate in those counties checked below. You may request "Statewide" authority if you intend to operate in all counties in South Carolina.

- | | | | | |
|-------------------------------------|---------------------------------------|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> Abbeville | <input type="checkbox"/> Cherokee | <input type="checkbox"/> Florence | <input type="checkbox"/> Lee | <input type="checkbox"/> Saluda |
| <input type="checkbox"/> Aiken | <input type="checkbox"/> Chester | <input type="checkbox"/> Georgetown | <input type="checkbox"/> Lexington | <input type="checkbox"/> Spartanburg |
| <input type="checkbox"/> Allendale | <input type="checkbox"/> Chesterfield | <input type="checkbox"/> Greenville | <input type="checkbox"/> Marion | <input type="checkbox"/> Sumter |
| <input type="checkbox"/> Anderson | <input type="checkbox"/> Clarendon | <input type="checkbox"/> Greenwood | <input type="checkbox"/> Marlboro | <input type="checkbox"/> Union |
| <input type="checkbox"/> Bamberg | <input type="checkbox"/> Colleton | <input type="checkbox"/> Hampton | <input type="checkbox"/> McCormick | <input type="checkbox"/> Williamsburg |
| <input type="checkbox"/> Barnwell | <input type="checkbox"/> Darlington | <input type="checkbox"/> Horry | <input type="checkbox"/> Newberry | <input type="checkbox"/> York |
| <input type="checkbox"/> Beaufort | <input type="checkbox"/> Dillon | <input type="checkbox"/> Jasper | <input type="checkbox"/> Oconee | |
| <input type="checkbox"/> Berkeley | <input type="checkbox"/> Dorchester | <input type="checkbox"/> Kershaw | <input type="checkbox"/> Orangeburg | <input checked="" type="checkbox"/> Statewide |
| <input type="checkbox"/> Calhoun | <input type="checkbox"/> Edgefield | <input type="checkbox"/> Lancaster | <input type="checkbox"/> Pickens | |
| <input type="checkbox"/> Charleston | <input type="checkbox"/> Fairfield | <input type="checkbox"/> Laurens | <input type="checkbox"/> Richland | |

DESCRIPTION OF EQUIPMENT

You are **not** required to own a vehicle to file an application. However, prior to being issued a certificate by ORS, you will be required to have obtained a vehicle.

Maximum Number of Passengers Vehicle is Equipped to Carry: (The number of passengers a vehicle is equipped to carry is based on the number of seatbelts in the vehicle, including the driver's seatbelt.)

☒ 1-7 Passengers, including driver

☐ 8-15 Passengers, including driver

MAKE	YEAR & MODEL	VIN#	EMPTY WEIGHT	WHEEL- CHAIR LIFT
FORD 2000	2000	1F7NE24L2YH A51780	5,000	

INSURANCE QUOTE

This form **MUST BE COMPLETED.**

The insurance quote must be complete, listing current insurance premiums. At the discretion of the Commission, a copy of current insurance policies may be required. Do not provide a copy of insurance policies unless requested. You will not be required to purchase insurance until your application has been approved and an order has been issued by the PSC. **THIS IS ONLY A QUOTE.**

The following insurance quote is for:

Quentin Hayes

Name of Applicant

3283 Jimmy McCall Rd. McCall SC 29510

Address of Applicant

Amount of Premium:

Liability Insurance \$ 10,441.00

The above quoted premium is for a term of 12 months.

Minimum Limits - Bodily injury and property damage limits will not be less than the following:

Limits Quoted

Liability Combined Each Occurance	\$ 1,000,000	
Medical Payments per Person	\$ 1,000	

Columbia Insurance Company (CIC3)

Name of Insurance Company

3024 Harney Street Omaha NE 68131

Home Office Address of Company

I, the Applicant, am familiar with the Commission's Rules and Regulations relating to insurance requirements and the above quote meets the minimum insurance limits prescribed. The insurance company making this quote is authorized by the South Carolina Department of Insurance to do business in South Carolina.

NOTICE:

If you wish to self-insure your motor vehicles for liability and property damage, you must comply with S.C. Code Ann. Sections 56-9-60 and 58-23-910. For more information, contact the Department of Motor Vehicles at (803) 896-8457 or (803) 896-9903.

If you wish to apply as a self-insured for worker's compensation coverage in South Carolina you may do so with the South Carolina Worker's Compensation Commission (WCC) provided that you will be able to: 1) post a surety bond or letter-of-credit with the WCC for a minimum of \$500,000, 2) agree to pay a yearly self-insurance tax, and 3) agree to pay an annual assessment to the South Carolina Second Injury Fund. For more information, contact the WCC Self-Insurance Division at (803) 737-5712 or on the web at www.wcc.state.sc.us/self-insurance.

Exhibit Fit, Willing, and Able (FWA)

Name

1. Is there currently any outstanding judgments against the Applicant?

☐ Yes ☒ No

If Yes, list judgements here:

2. Is Applicant familiar with all statutes and regulations, including safety regulations and governing for-hire motor carrier operations in South South Carolina, and does Applicant agree to operate in compliance with these statutes and regulations?

☒ Yes ☐ No

3. Is Applicant aware of the Commission's insurance requirements and the insurance premium costs associated therewith?

☒ Yes ☐ No

Exhibit on Driver Qualifications

1. Applicant understands that drivers must possess at least a current American Red Cross Standard First Aid and CPR Certificate or its equivalent, and records that verify/record such training must be kept on file at the company's primary place of business within South Carolina.

☒ Yes☐ No

2. Applicant understands that drivers must be in compliance with all OSHA regulations.

☒ Yes☐ No

3. Applicant understands that drivers must be trained in the use of all vehicle installed safety equipment such as two-way radios, first-aid kits, fire extinguishers, and other equipment as outlined in PSC Regulations.

☒ Yes☐ No

4. Applicant understands that drivers must be able to physically perform actions necessary to assist persons with disabilities, including wheelchair users.

☒ Yes☐ No

5. Applicant understands that drivers must wear a professional uniform and photo identification badge that easily identifies the driver and the company for whom the driver works.

☒ Yes☐ No

6. Applicant understands that drivers must complete twelve (12) hours of in-service training annually in the area of safety, and records that verify/record such training must be kept on file at the company's primary place of business within South Carolina.

☒ Yes☐ No

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA
101 EXECUTIVE CENTER DRIVE, SUITE 100
COLUMBIA, SOUTH CAROLINA 29210

Applicant is familiar with the provision of S.C. Code Ann. §58-23-10, et seq.(1976), and amendments thereto, and R.103-100 through R.103-241 of the Commission's Rules and Regulations for Motor Carriers (S.C. Code Ann. Regs., 1976), and R.38-400 through R.38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers (Volume 2, S.C. Code Ann., 1976) and amendments thereto, and hereby promises compliance therewith.

S.C. Code Ann. Section 58-3-250 states, in part, that every final order of the Commission must be served by electronic service, registered or certified mail, upon the parties to the proceeding or their attorneys.

Please check the applicable box:

- ☐ The Applicant AGREES to receive future Commission orders related to the Applicant's authority in South Carolina through the Commission's eService System. The Applicant authorizes the Commission to serve its orders by using the e-mail address as it appears on page one of this Application. To sign up for eService notifications, please visit www.psc.sc.gov to create a My DMS account.
- ☐ The Applicant DOES NOT AGREE to receive future Commission orders related to the Applicant's authority in South Carolina through the Commission's eService System.

The Applicant for the Certificate of Public Convenience and Necessity as set forth in the foregoing, swear or affirm that all statements contained in the above application are true and correct.

Quent Hayes
Applicant's Signature

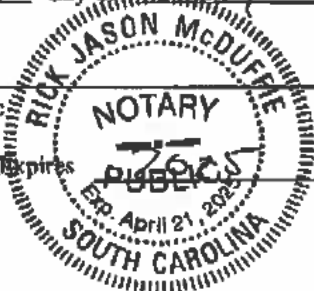
Owner
Title of Applicant (e.g. President, Owner, etc.)

STATE OF SOUTH CAROLINA)
COUNTY OF Florence)

SWORN TO BEFORE ME
This 27th day of May, 20 22

Notary Public _____

Commission Expires _____



Print Application



P. O. Box 105611 Atlanta, GA 30348-5611
678-498-4700

FAX 678-498-4747

www.sluprem.com

INSURANCE PREMIUM FINANCE AGREEMENT

ACCOUNT NUMBER

[REDACTED]

☐ COUPONS ☐ ACH
☒ STATEMENTS

☐ PERSONAL
☒ COMMERCIAL

☒ NEW ☐ RENEWAL
☐ ENDORSEMENT

INSURED HAYES FARMING TRANSPORTATION & UTILITIES LLC		EMAIL	AGENT BOYD INSURANCE SERVICES	AGENT # 4430
MAILING ADDRESS 3283 Jimmy McCall Road		TAX ID#	ADDRESS 181 E EVANS STREET Ste C8	
CITY - STATE - ZIP McColl, SC 29570			CITY - STATE - ZIP Florence, SC 29506	
RISK LOCATION 3283 Jimmy McCall Road McColl, SC 29570		PHONE 0000000000	PHONE (843) 536-7179	

PREFX AND POLICY NO.	EFFECTIVE DATE	EXPIRATION DATE	TERM	NAME OF INSURANCE CO / BRANCH OFFICE ADDRESS NAME AND ADDRESS OF GENERAL AGENT IF ANY	COVERAGE TYPE	POLICY PREMIUM
TBD	5/4/2022	5/4/2023	12	Columbia Insurance Company (CIC3) 3024 Harney Street Omaha, NE 68131 S.I.U.-SOUTHERN INSURANCE U/W (SIU) P.O. BOX 105609 Atlanta, GA 30348	COMMERCIAL AUTO	\$10,441.00
	FEE \$0.00	TAX \$0.00				

In consideration of the payment by SIUPREM, INC. (hereinafter referred to as SIUPREM) of the AMOUNT FINANCED of the premium described above for my account and on my behalf, I hereby accept the following terms and conditions:

- I agree to repay to SIUPREM the TOTAL OF PAYMENTS (The amount paid after making the scheduled payments) in accordance with the payment schedule shown below. I agree to make the FIRST PAYMENT DUE on time in accordance with the payment schedule shown below whether or not additional notification is received prior to stated first payment due date.
- I appoint SIUPREM my true and lawful attorney-in-fact irrevocably with full authority to cancel all policies listed above and on attached schedule in the event of any default in repayment as agreed herein, subject to the expiration of ten (10) days prior notice mailed to my last known address by SIUPREM of past due payments and of its intent to cancel provided payment in default has not been received (Fifteen (15) days prior notice required in Pennsylvania). (Cont'd on Page 2)

CREDITOR: SIUPREM, INC.

FEDERAL TRUTH IN LENDING DISCLOSURES

SECURITY: You are giving a security interest in the unearned premium funds due under the policy being purchased. **LATE CHARGE:** If a payment is 5 days late, you will be charged 5% of the late installment, but not less than \$1.50 for Georgia, Florida, Alabama and Mississippi; not less than \$1.00 for Maryland, South Carolina, Pennsylvania and North Carolina. In Virginia, if payment is 7 days late, you will be charged 5% of the late installment. In Texas and Tennessee, if a payment is 10 days late, you will be charged 5% of the late installment, but not less than \$2.00 for Tennessee, or otherwise prescribed by regulatory authority of the state of jurisdiction (Not to exceed \$10.00 on personal lines in Florida, \$8.00 on personal lines in Maryland, and \$100.00 on commercial lines in Maryland).

PREPAYMENT, NON-PAYMENT AND DEFAULT: If you pay your loan off early, you may be entitled to a refund of part of the finance charge, although you may have to pay a prepayment penalty (prohibited in Virginia). See reverse side of this document for any add'l information about non-payment, default and prepayment refunds and penalties. South Carolina, North Carolina, Texas, Virginia, Tennessee, Pennsylvania, or Mississippi are the states of jurisdiction.

YOUR PAYMENT SCHEDULE WILL BE:

A. TOTAL PREMIUMS	B. DOWN PAYMENT	DOC STAMP	C. AMOUNT FINANCED The amount of credit provided to you or on your behalf.	D. FINANCE CHARGE (INCL INITIAL SERVICE CHARGE) The dollar amount the credit will cost you	E. TOTAL OF PAYMENTS The amount you will have paid after you have made the scheduled payments
\$10,441.00	\$2,610.25	\$0.00	\$7,830.75	\$483.81	\$8,314.56
F. ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	G. NUMBER OF PAYMENTS	H. AMOUNT OF EACH PAYMENT	I. PAYMENT DUE DATE	J. FIRST PAYMENT DUE	
14.594%	9	\$923.84	30th	5/30/2022	

ITEMIZATION OF AMOUNT FINANCED

In this Insurance Premium Finance Agreement, the amount paid on your behalf is \$7,830.75 (Show Amount From Block C)

THE UNDERSIGNED AGREES TO THE PROVISIONS ABOVE AND ON THE REVERSE SIDE / PAGE 2

INSURANCE PREMIUM FINANCE AGREEMENT NOTICE: A. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. B. YOU ARE REQUIRED TO RECEIVE A COMPLETELY FILLED IN COPY OF THIS AGREEMENT. C. YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE; AND UNDER CERTAIN CIRCUMSTANCES, TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE. THE UNDERSIGNED EXECUTED THIS AGREEMENT AND HAS RECEIVED A COPY.

Signature of Witness/Producer

Date

Signature of Insured

(A premium finance agreement shall be dated and signed by or on behalf of the insured as prescribed by the state of jurisdiction.) (Type or print name under signature. If a corporation, please state title.)

IF MORE THAN ONE INSURED, THE PARTY SIGNING HERETO, REPRESENTS THAT ALL INSUREDS HAVE AUTHORIZED THIS TRANSACTION. IF INSURED IS A CORPORATION, OR PARTNERSHIP, AN AUTHORIZED OFFICER OR GENERAL PARTNER MUST SIGN.

BROKER / AGENT AGREEMENT

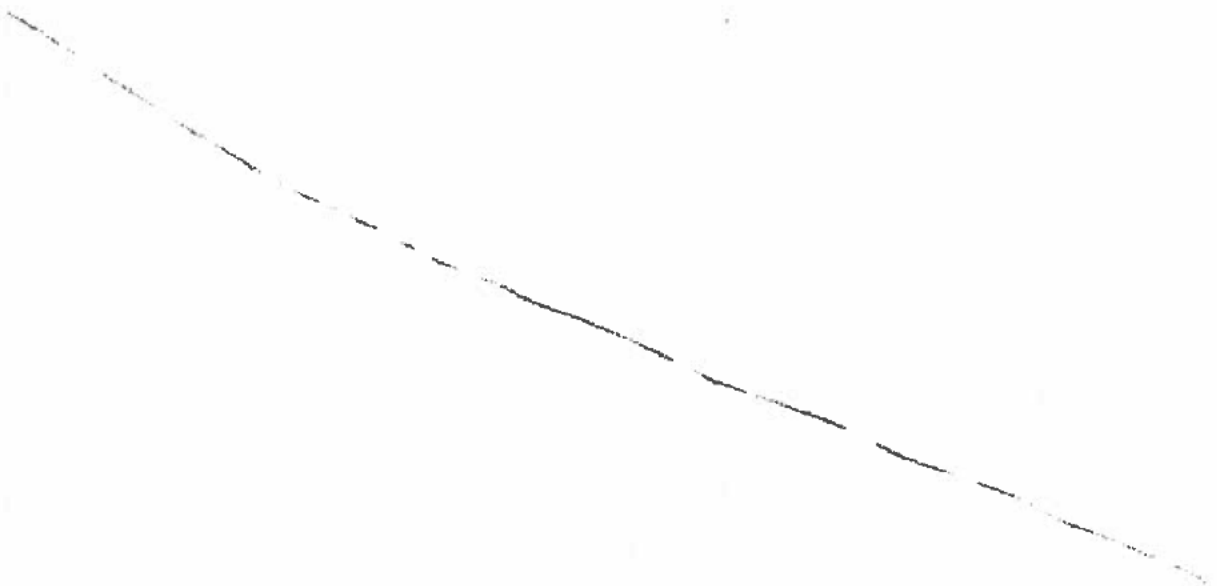
The undersigned warrants and agrees: (1) the insured has received a copy of this agreement, and the required Federal Truth in Lending Disclosures for Personal Lines Insurance, if applicable, (2) the policies will be in full force and effect, and the information in the schedule of policies and the premiums are correct, (3) if more than one insured, the party signing hereto, represents that all insureds have authorized this transaction; if insured is a corporation, an authorized officer must sign, (4) the insured has authorized this transaction and recognizes the security interest assigned herein, (5) to hold in trust for SIUPREM any payments made or credited to the insured through or to the undersigned, directly, indirectly, actually or constructively by the insurance companies and to pay the monies to SIUPREM upon demand to satisfy the then outstanding indebtedness of the insured and that any lien the undersigned now has or hereafter may acquire on any return premium arising out of the above listed insurance policies is subordinated to SIUPREM'S lien or security interest therein, (6) there are no exceptions to the policies financed other than those indicated and policies comply with SIUPREM'S eligibility requirements, (7) no audit or reporting form policies, exceptions subject to retrospective rating or to minimum earned premiums are included except as indicated and that the deposit or provisional premiums are not less than anticipated premiums to be earned for the full term of the policies; if a policy is subject to a minimum earned premium, it is _____, (8) the policies can be cancelled by the insured or the company on 10 days notice and the unearned premiums can be computed on the standard short rate or pro-rata table except as noted: Maryland pro-rata table only, (9) that a proceeding in bankruptcy, receivership or insolvency has not been instituted by or against the named insured, (10) to constitute and appoint SIUPREM, INC. or its agent or nominee its true and lawful Attorney-in-Fact (excluding Virginia) to do every act or thing necessary to collect and discharge the same, and to demand and collect any return premiums on account of cancellation of the said policy(ies).

Date

Signature of Agent or Broker If Corp. please state title:

DEF17178

0





NOTICE OF FIRST PAYMENT

P. O. Box 105611 Atlanta, GA 30348-5611
678-498-4700

FAX 678-498-4747

www.siuprem.com

ACCOUNT NUMBER

INSURED HAYES FARMING TRANSPORTATION & UTILITIES LLC		EMAIL	AGENT BOYD INSURANCE SERVICES	AGENT # 4430
MAILING ADDRESS 3283 Jimmy McCall Road		TAX ID#	ADDRESS 181 E EVANS STREET Ste C8	
CITY - STATE - ZIP McColl, SC 29570			CITY - STATE - ZIP Florence, SC 29506	
RISK LOCATION 3283 Jimmy McCall Road McColl, SC 29570		PHONE 0000000000	PHONE (843) 536-7179	

MAKE YOUR PAYMENTS ON TIME. PAYMENTS MUST BE RECEIVED ON OR BEFORE DUE DATE OR A LATE CHARGE WILL BE ADDED.

In consideration of the payment by SIUPREM of the AMOUNT FINANCED of the premium for my account and on my behalf, I hereby accept the following terms and conditions: I agree to repay to SIUPREM the TOTAL OF PAYMENTS (The amount paid after making the scheduled payments) in accordance with my payment schedule. I agree to make the FIRST PAYMENT DUE on time in accordance with the payment schedule whether or not additional notification is received prior to stated first payment due date. Your insurance policy premiums have been financed and are payable on a monthly payment basis. If you do not pay each payment on or before the date due or within 15 days of the due date, we have the right to CANCEL your insurance policy or policies which are financed under the agreement. To avoid cancellation of your policy or policies, MAKE YOUR PAYMENTS ON TIME.

Payment Schedule

NUMBER OF PAYMENTS	AMOUNT OF EACH PAYMENT	PAYMENT DUE DATE
9	\$923.84	30th

There are multiple methods you can utilize to make your payment. Please visit www.SIUPREM.com

- \$ Log into your SIUPREM account to make a one-time payment from your checking or savings account.
- \$ Log into your SIUPREM account to set up automatic recurring payments from your checking or savings account.
- \$ You may make a credit card or debit card payment or set up a "Pay by Text" recurring payment schedule utilizing our Speedpay service by clicking "Make A Payment" on www.SIUPREM.com.
- \$ You may also call us at 800-925-2546 to make a Payment Over the Phone.

First Payment Due: 5/30/2022
First Payment Amount: \$923.84

Late if received after: 12:01 AM 6/4/2022
Late payment amount: \$933.84

THANK YOU FOR FINANCING WITH SIUPREM • VISIT US ON THE WEB @ WWW.SIUPREM.COM • 678-498-4700

FAX 678-498-4747



INSURANCE PREMIUM FINANCE AGREEMENT

ACCOUNT NUMBER

REMAINING PROVISIONS OF YOUR PREMIUM FINANCE AGREEMENT (CONTINUED FROM PAGE 1)

3. I assign SIUPREM any and all unearned premiums, dividends and loss payments under said policies which reduce the unearned premiums (subject to any mortgage or loss payee interests), and overpayment which may become due or available under any policy listed in this Agreement, regardless of the reason. Therefore, and without regard to the manner or cause of any of the same becoming due or payable, I hereby authorize and instruct my insurer to pay such funds or proceeds to SIUPREM.
4. I appoint SIUPREM my true and lawful attorney-in-fact irrevocably to receive, receipt and endorse my name to any check or draft for all loss payments that reduce unearned premiums and unearned premiums that may become due and to apply the same to the extent required to make repayment under this agreement and return any excess per State regulations. Until this obligation is paid in full, SIUPREM is hereby granted a lien on any unearned premiums and overpayment, and the foregoing Power of Attorney, coupled with an interest, shall be irrevocable, shall survive death or incapacity, and shall continue in full force and effect. In acting pursuant to this Power of Attorney, my Attorney-in-fact, SIUPREM, is relieved of any and all liability to me or any other party, and the undersigned shall fully save and hold SIUPREM harmless from any and all claims or lawsuits (hold harmless provision prohibited in Virginia, Pennsylvania, Florida, North Carolina and New Jersey).
5. I agree that SIUPREM may collect and enforce payment of the indebtedness evidenced hereby without recourse to any security underlying this agreement.
6. I have in effect no other premium agreement or other encumbrance, nor will I effect same during the term of this agreement on any policy listed on page 1 of this agreement.
7. I understand that any payment made and accepted after mailing of the cancellation notice on any insurance policy shall not constitute reinstatement of such insurance policy by the insurance company.
8. I understand that this agreement shall not be effective until accepted by SIUPREM and payment made of the AMOUNT FINANCED for the premium described on page 1 hereof. All rights in this agreement conferred upon SIUPREM should inure SIUPREM'S successors and assigns.
9. I agree that the agent or broker soliciting said policies is not the agent of SIUPREM and is without authority to bind it by representation or otherwise (except in Virginia).
10. I authorize SIUPREM to correct any error or omission in the completion of this Agreement. A copy of this agreement will be mailed to me at the address shown hereon in the event of any change in Blocks (A) thru (J) or subsequent endorsement (prohibited in Virginia, North Carolina and Florida).
11. I have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the FINANCE CHARGE computed under the Rule of 78's, or otherwise by the method prescribed by regulatory authority of the State of jurisdiction, and subject to a minimum earned SERVICE CHARGE of \$20 for South Carolina and Texas; \$15 for North Carolina, Virginia and Tennessee; and \$10 for Pennsylvania.
12. I understand LATE CHARGES will be imposed as prescribed by regulatory authority of the State of jurisdiction on the reverse side/page 1 hereof under FEDERAL TRUTH IN LENDING DISCLOSURES.
13. I understand that the FINANCE CHARGE begins to accrue as of the Policy Effective Date or as of the date of this agreement or as of any other date prescribed by state law ("finance charge accrual date"). If date of first payment follows finance charge accrual date by less than 30 days, final installment due date will be extended (up to 29 days) to fall on the same day of the month as finance charge accrual date.
14. I agree with respect to each audit or reporting form policy in the event of default hereunder to be liable to the insurer for the earned premiums (computed in accordance with the policy provisions) remaining due after crediting payment(s) made to the insurer with respect to such policy including such payment(s) made by SIUPREM to the insurer, less any amount refunded to SIUPREM by the insurer (based on the amount(s) paid by SIUPREM to the insurer) and credited by SIUPREM to the balance due hereunder.
15. I agree that in the event of a default in payment of any installment or any delinquency charge due hereunder, or upon failure by the insured to comply with any of the terms or conditions hereof, or if a proceeding in bankruptcy, receivership or insolvency be instituted by or against the insured, or if any insurer shall become insolvent, suspend business or cease to be qualified to do business, the unpaid balance due hereunder shall be immediately due and payable. In such event, SIUPREM may cancel the policies covered hereby (when permitted by law). In Virginia default is failure to make payment of any installment or delinquency charge when due hereunder.
16. I warrant that each of the policies covered hereunder (or a binder thereof) has been issued to the undersigned, is in full force and effect and that no other power of attorney or other encumbrance or assignment is in effect, nor will same be put into effect, except for the interest of mortgage or loss payees, and I agree that all rights conferred upon SIUPREM shall inure to SIUPREM'S successors and assigns (residual market and assigned risk policies excluded) (Prohibited in Florida).
17. I agree when permitted by law, that in the event the total premiums are greater than that shown hereon, this agreement may be amended to reflect the actual premiums and the undersigned will (i) pay the difference due or (ii) pay any required additional down payment, and (a) execute a supplementary finance agreement when required, or (b) authorize SIUPREM to advance premium payment and I agree to pay any additional finance charge permitted by law, and that SIUPREM will forward the undersigned an additional notice or memorandum of agreement showing all information required by law. (In Virginia, I agree to pay a fee of \$10 once during the term of my Premium Finance Agreement should any additional premiums be added to my existing loan at my request).
18. I agree that (i) SIUPREM assumes no liability as an insurer, (ii) singular words used herein shall be deemed plural and vice versa as the sense of this agreement demands, (iii) if any court of competent jurisdiction finds any part or provision of this agreement to be invalid or unenforceable, such findings shall not affect any other part or provision.
19. I agree to pay a fee of \$20 for Georgia, Pennsylvania and Virginia, \$25 for Maryland and North Carolina, and \$15 for Florida and Mississippi to cover SIUPREM'S handling and processing cost for each check applied to this indebtedness that is returned by payor's bank unpaid.
20. I agree to remain liable for any unpaid or deficiency balance due hereunder and pay the same with interest after maturity at the maximum legal rate. (In Maryland, I agree to remain liable for any unpaid balance.)
21. I agree to pay SIUPREM a reinstatement charge for a policy reinstated in accordance with the terms of this agreement. Such charge shall be the maximum amount allowed by law. (In Maryland, \$15 less late charge for personal lines and \$100 less late charge for commercial lines)
22. I agree to pay a reasonable collection or attorney fee imposed as prescribed by regulatory authority of state of jurisdiction, which is 20% of the amount due (15% in TN) for Personal Lines, should this agreement be placed for collection with an attorney or firm who is not a salaried employee of SIUPREM. (Prohibited in Maryland)
23. I agree to pay SIUPREM a cancellation charge for a policy cancelled in accordance with the terms of this agreement. Such charge shall be up to the maximum amount allowed by law. (\$10 in South Carolina, \$5.00 personal and \$15.00 commercial in Alabama; difference between \$15 personal and 5% not to exceed the difference between late charge and \$100 commercial in Maryland. Prohibited in North Carolina, Pennsylvania and Virginia).
24. I authorize SIUPREM to finance renewals of the policies covered hereunder without having to execute a new agreement, and instruct SIUPREM to forward the undersigned a revision notice or memorandum of agreement showing all information required by law (prohibited in Virginia, Maryland and New Jersey).
25. A payment under this agreement shall be deemed paid on the date it is physically received by SIUPREM at the address listed on this agreement and delinquent if not received at this address on or before the date it is due.
26. Right to Offset. SIUPREM reserves the right to offset an account of named insured based on a prior outstanding balance owed to SIUPREM by same insured. Not applicable in Florida, Virginia and Maryland.
27. I authorize SIUPREM to fill in the name of the insuring company, general agency, policy number and due date of the first payment in the event the policy is not issued at the time this agreement is executed (except Virginia where the agreement must state due date of the first payment, Insuring Company and General Agency).
28. Any return premiums received from an insurance company will be credited to the balance due hereunder and if there is any excess of at least \$1.00 for Florida, Alabama, Texas, North Carolina, Pennsylvania and Tennessee; \$3.00 for South Carolina and Mississippi; and \$5.00 for Georgia and Maryland over the balance due, it will be refunded to the undersigned (no minimum refund in Virginia).
29. This contract is subject to approval and acceptance by SIUPREM and if not approved and accepted it is to be returned. SIUPREM issuance of funds for the policies listed hereof to the agent or insurer or paying the draft will be considered acceptance.
30. Your premium finance loan and this Agreement have been collaterally assigned to First Tennessee Bank National Association.

NOTICE: Your insurance policy premiums have been financed and are payable on a monthly payment basis. If you do not pay each payment on or before the date due or within 15 days of the due date, we have the right to CANCEL your insurance policy or policies which are financed under the agreement. To avoid cancellation of your policy or policies, MAKE YOUR PAYMENTS ON TIME. The Federal Equal Opportunity Act prohibits creditors from discriminating against applicants on the basis of sex or marital status. The Federal agency which administers compliance with this law concerning this Premium Finance Company is the Federal Trade Commission, 60 Forsyth St., S.W., Suite 5M35, Atlanta, Georgia 30303-2322.

SIUPREM, INC. 4500 Mansell Road Alpharetta, Georgia 30022

DEF17178

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:

Hayes Farming, Transportation, & Utilities LLC, a limited liability company duly organized under the laws of the State of South Carolina on June 25th, 2020, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-44-809, and that the company has not filed articles of termination as of the date hereof.

Given under my Hand and the Great Seal
of the State of South Carolina this 10th day
of March, 2022.


Mark Hammond, Secretary of State

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Filing ID: 200626-0956414

Filing Date: 06/25/2020

Mar 10 2022
REFERENCE ID: 990294

**STATE OF SOUTH CAROLINA
SECRETARY OF STATE**

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

**ARTICLES OF ORGANIZATION
Limited Liability Company – Domestic**

The undersigned delivers the following articles of organization to form a South Carolina limited liability company pursuant to S.C. Code of Laws Section 33-44-202 and Section 33-44-203.

1. The name of the limited liability company (Company ending must be included in name")

Hayes Farming, Transportation, & Utilities LLC

*Note: The name of the limited liability company must contain one of the following endings: "limited liability company" or "limited company" or the abbreviation "LLC.", "LLC", "L.C.", "LC", or "Ltd. Co."

2. The address of the initial designated office of the limited liability company in South Carolina is
3283 Jimmy McColl rd

(Street Address)

McColl, South Carolina 29570

(City, State, Zip Code)

3. The initial agent for service of process is

Shanaka Abraham

(Name)

(Signature of Agent)

And the street address in South Carolina for this initial agent for service of process is:
117 Livingston Ave

(Street Address)

Bennettsville

South Carolina 29512

(City)

(Zip Code)

4. List the name and address of each organizer. Only one organizer is required, but you may have more than one.

- (a) Shanaka Abraham

(Name)

117 Livingston Ave

(Street Address)

Bennettsville, South Carolina 29512

(City, State, Zip Code)

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Mar 10 2022

REFERENCE ID: 990294


SECRETARY OF STATE OF SOUTH CAROLINA

Hayes Farming, Transportation, & Utilities LLC

Name of Limited Liability Company

(b)

(Name)

(Street Address)

(City, State, Zip Code)

5. ☐ Check this box only if the company is to be a term company. If the company is a term company, provide the term specified. _____
6. ☐ Check this box only if management of the limited liability company is vested in a manager or managers. If this company is to be managed by managers, include the name and address of each initial manager.

(a)

(Name)

(Street Address)

(City, State, Zip Code)

(b)

(Name)

(Street Address)

(City, State, Zip Code)

7. ☐ Check this box only if one or more of the members of the company are to be liable for its debts and obligations under Section 33-44-303(c). If one or more members are so liable, specify which members, and for which debts, obligations or liabilities such members are liable in their capacity as members. This provision is optional and does not have to be completed.

8. Unless a delayed effective date is specified, these articles will be effective when endorsed for filing by the Secretary of State. Specify any delayed effective date and time _____.

CERTIFIED TO BE A TRUE AND CORRECT COPY
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ORIGINAL ON FILE IN THIS OFFICE

Mar 10 2022

REFERENCE ID: 990294


Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

Hayes Farming, Transportation, & Utilities LLC

Name of Limited Liability Company

9. Any other provisions not consistent with law which the organizers determine to include, including any provisions that are required or are permitted to be set forth in the limited liability company operating agreement may be included on a separate attachment. Please make reference to this section if you include a separate attachment.

10. Each organizer listed under number 4 must sign.

Shanaka Abraham

Signature of Organizer

Date: 06/25/2020

Signature of Organizer

Date: